

**BY - LAWS**

**of**

**BUSH PRAIRIE HOMEOWNERS ASSOCIATION**

**ARTICLE I**

**Name and Location:** The name of the corporation is Bush Prairie Homeowners' Association, hereinafter referred to as the "Association". The principal office of the corporation shall be located at 7547 Henderson Blvd., Suite 7, Olympia, WA 98501 in Thurston County. Meetings of members and directors may be held at such places within the State of Washington, County of Thurston, as may be designated by the Board of Directors.

**ARTICLE II**

**Section 1.** "Association" shall mean and refer to Bush Prairie Homeowners' Association, its successors and assigns.

**Section 2.** "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

**Section 3.** "Common Area" shall mean all real property owned by the association for the common use and enjoyment of the Owners.

**Section 4.** "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

**Section 5.** "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot, which is a part of the Properties; including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

**Section 6.** "Declarant" shall mean and refer to MJL, INC., its successors and assigns if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

**Section 7.** “Declaration” shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of the Thurston County Auditor. Separate Declarations have been recorded for various divisions as they have been developed. The original Covenants, signed September 10, 1978 apply to all divisions and lots. Additional Covenants, Conditions and Restrictions have been recorded, separately, for divisions 5, 6 and 7.

**Section 8.** “Member” shall mean and refer to those persons entitled to membership as provided in the Declaration.

### ARTICLE III

**Section 1.** Annual Meetings: Annual Meetings of the members shall be held in the month of November on a date and at a time set by the Board of Directors at a regular meeting attended by a majority of the directors.

**Section 2.** Special Meetings: Special meetings of the members may be called at any time by the President or by the Board of Directors or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the membership.

**Section 3.** Notice of Meetings: Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each member entitled to vote thereat addressed to the member’s last address appearing on the books of the Association, or supplied by such member to the Association for the purpose of the notice. For owners living in Bush Prairie, home delivery of the notice is an acceptable substitute for mailing. Such notice will specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

**Section 4.** Quorum: The presence at the meeting of members of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration or these By-Laws. If, however, such quorum shall not be present or represented, the members entitled to vote

thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

**Section 5. Proxies:** At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Proxies received by email will be considered as “in writing.” Every proxy shall be revocable and shall automatically cease upon conveyance by the member of their lot.

**Section 6. Parliamentary Authority:** The rules contained in the current edition of *Robert’s Rules of Order Newly Revised (RONR)* shall govern the Association in all cases to which they are applicable and in which they are not inconsistent with Washington State law, the Bush Prairie Declaration of Covenants, Conditions and Restrictions, these bylaws, and any special rules of order the Association may adopt. Parliamentary rules or order of business may be suspended by a two-thirds vote of owners present.

The Association may, additionally, adopt Special Rules of Order in order to vary from RONR. Approval of Special Rules shall be in the same manner as amendments to the bylaws. The Board of Directors may adopt Special Rules of Order that apply only at meetings of the Board of Directors. Approval of Board Special Rules requires a simple majority of the directors.

**Section 7. Alternative Forms of Meetings.** Meetings by remote participation are authorized. Acceptable means of remote participation include telephone, internet, or satellite enabled audio or video conferencing, or any other technology that enables all people participating in the meeting to be clearly audible to one another. Members participating in a meeting remotely are considered “present” at the meeting.

## ARTICLE IV

### BOARD OF DIRECTORS: SELECTION; TERM OF OFFICE

**Section 1. Number:** The affairs of this Association shall be managed by a Board of five (5) directors, each of whom will be a member of the Association.

**Section 2. Term of Office:** Directors shall be elected at the Annual Meeting for a term of one (1) or (2) years. The number of vacancies and associated term for each shall be announced in the meeting notice. Terms will be set to avoid more than three director's terms expiring at the same time.

**Section 3. Removal:** Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, their successor shall be selected by the remaining members of the Board and shall serve until the next Annual Meeting. A director shall be automatically removed upon conveyance by the member of their lot.

**Section 4. Compensation:** No director shall receive compensation for any service they may render to the Association. However, any director may be reimbursed for their actual expenses incurred in the performance of their duties.

**Section 5. Action Taken Without a Meeting:** The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of a majority of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

## ARTICLE V

### NOMINATION AND ELECTION OF DIRECTORS

**Section 1. Nomination:** Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be appointed by the Board of Directors, and one or more additional members of the Association. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may only be made among members of the Association.

**Section 2. Election:** Election to the Board of Directors shall be by secret written ballot. At such election, the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under provisions of the

Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

## ARTICLE VI

### MEETINGS OF DIRECTORS

**Section 1. Regular Meetings:** Meetings of the Board of Directors shall occur at such times as set by the Board at the first meeting following the annual meeting. Meetings will be held without notice, at such place and hour as may be fixed from time to time by resolution of the Board.

**Section 2. Special Meetings:** Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two directors, after not less than three (3) days notice to each director.

**Section 3. Quorum:** A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

**Section 4. Proxies:** At all meetings of Directors, each director may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Proxies received by email will be considered “in writing.” Every proxy shall be revocable and shall automatically cease upon conveyance by the Director of their lot.

**Section 5. Alternative Forms of Meetings.** Meetings by remote participation are authorized. Acceptable means of remote participation include telephone, internet, or satellite enabled audio or video conferencing, or any other technology that enables all people participating in the meeting to be clearly audible to one another. Members participating in a meeting remotely are considered “present” at the meeting.

## ARTICLE VII

### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

**Section 1. Powers:** The Board of Directors shall have the power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

(f) set the period of collection for assessments: monthly, biannually, annually or other.

**Section 2. Duties:** It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the members who are entitled to vote;

(b) supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment:

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Area to be maintained.

## ARTICLE VIII

### OFFICERS AND THEIR DUTIES

**Section 1. Enumeration of Officers:** The officers of this Association shall be a President and Vice-President, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

**Section 2. Election of Officers:** The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

**Section 3. Term:** The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless they shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

**Section 4. Special Appointments:** The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time determine.

**Section 5. Resignation and Removal:** Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall

take effect on the date of receipt of such notice or at any later time specified therein, and unless specified therein, the acceptance of such resignation shall not be necessary to make it effective.

**Section 6. Vacancies:** A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer they replace.

**Section 7. Multiple Offices:** The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

**Section 8. Duties.** The duties of the officers are as follows:

#### PRESIDENT

(a) The President shall preside at all meetings of the Board of Directors; shall see that the Declarations, the Articles of Incorporation and the By-Laws are enforced and that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall, along with the treasurer, be responsible for safekeeping and wise disbursement of Association funds.

#### VICE - PRESIDENT

(b) The Vice - President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

#### SECRETARY

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; serve notice of meetings of the Board and of the members; and shall perform such other duties as required by the

Board. The Secretary shall preserve all records, reports and documents of the club except those assigned to the custody of others and bring to each meeting a copy of the Declaration, the Articles of Incorporation and the By-Laws.

## TREASURER

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; maintain an up-to-date record of the members of the Association together with their addresses and lot numbers; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

## CHAIR, LANDSCAPE, MAINTENANCE, AND GROUNDS COMMITTEE

- (e) The Landscape, Maintenance, and Grounds Committee Chair shall:
1. Develop an Annual Maintenance Plan, with budget, for approval of the Board.
  2. Execute the Maintenance Plan and coordinate with the Board to amend or change the plan.
  3. Prepare, negotiate and award contracts for maintenance and improvement of the common areas (as included in the Maintenance Plan).
  4. Oversee all contracts.
  5. Coordinate Neighborhood volunteer clean-up and maintenance projects.
  6. Coordinate with the Power Company for street light maintenance.
  7. Coordinate with Thurston County for County right-of-way road maintenance and stormwater maintenance.

## ARTICLE IX

### BOOKS AND RECORDS

The books, records and papers of the Association shall be made available for inspection by any member. Requests for inspections should be made to the President who will coordinate a time and place convenient to the member and the

Officer in possession of those records. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at any regular or special meeting of the members or the Board of Directors and copies will be provided on request.

## ARTICLE X

### ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments, which are secured by a continuing lien upon the property against which the assessment is made. Any assessment, which is not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum, and the Association may bring an action-at-law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of their Lot.

## ARTICLE XI

### AMENDMENTS

**Section 1.** These By-Laws may be amended at a regular or special meeting of the members by a vote of a majority of a quorum of members present in person or by proxy.

**Section 2.** In the case of any conflict between Articles of Incorporation and these By-Laws, the Articles shall control, and, in the case of any conflict between the Declaration and the By-Laws, the Declaration shall control.

## ARTICLE XII

### MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year.

## ARTICLE XIII

### ACC STANDARDS AND INTERPRETATIONS OF COVENANTS

**Section 1.** Architectural Control Standards The Architectural Control Standards for Bush Prairie are attached to these bylaws as **ANNEX A**.

**Section 2.** Parking and Storing of Vehicles and Trailers. No parking or storage, except clearly temporary parking or storage of recreational vehicles, trailers, or boats shall be approved unless screened from public view. A six-foot opaque fence, or other visual barrier, such as shrubbery, between an RV, trailer, or boat and a public street will be considered adequate screening.

**Section 3.** Enforcement of the “Appearance” Clause (Covenants Article VI, Section 12). Reasonable attorney’s fees and court costs for the enforcement of ACC standards of maintenance and appearance shall be charged to the owner who violates the standards and collected in the manner of assessments through a lien.

## ARTICLE XIV

### COMMON AREAS CONDITIONS AND RESTRICTIONS

**Section 1.** “Common Areas” are owned by the Association for the common use and enjoyment of the owners. They include the areas commonly referred to as the Bowl, the Meadow/Pasture, Forest Walk, Foggy Bottom Park and the areas outside the fences at the Retention Ponds.

**Section 2.** The Board of Directors shall have the power to adopt and publish rules and regulations governing the use of the Common Areas and facilities, and the

personal conduct of owners and their guests thereon, and to establish penalties for the infraction thereof.

**Section 3. Prohibition of “air” guns.**

(a) “Air” gun, for the purpose of this restriction, means any pistol or rifle that uses air to fire a steel ball (bb gun), pellet (pellet gun), or plastic ball (soft air gun). The propellant may be compressed air, carbon dioxide, or any other gas.

(b) The use or possession of air guns is prohibited in Bush Prairie common areas. The firing of any projectile into a common area is also prohibited.

(c) Any person violating this prohibition will be denied use of Bush Prairie common areas for a period of up to six months.

(d) In accordance with RCW 9A.20, laws of the State of Washington, any person who discharges an air gun, or other weapon, in a Bush Prairie common area, even though no injury results, is guilty of a gross misdemeanor, punishable under chapter 9A.20 RCW. If injury results, the person may be guilty of a felony under chapter 9A.36 RCW.

**ARTICLE XV**

**Enforcement of Standards, Rules, and Covenants**

Section 1. Pursuant to RCW 64.38.020(11) the Board of Directors may develop and adopt an enforcement policy and establish a fine schedule for violation of ACC Standards (bylaws, Annex A), rules established under the authority of the Bylaws, and CC&Rs of the Organization.

Section 2. The enforcement policy shall include the following: what constitutes notice of violation; provide for a prior opportunity for hearing; describe the procedures for conducting a hearing; and a published schedule of reasonable fines.

Section 3. The enforcement policy will be published as an official board policy and will be mailed to the address of record of all lot owners 90 days prior to implementation. Modifications to the policy, other than the correction of purely clerical errors, must be adopted by the Board and upon approval will be mailed to the address of record of all lot owners 90 days prior to implementation.

Section 4. Fines established under the published enforcement policy shall not exceed \$100.00 per infraction per month.

Section 5. Funds obtained from enforcement activities carried out under this policy will be accounted for as a separate line-item in the budget. These funds may be used to defray past, current, or future legal costs of the organization and costs associated with implementing the policy. At the end of each Fiscal Year, funds in excess of \$500 in this line-item will be deposited into the Capital Reserve Fund.

Section 6. Nothing in this Article is intended to waive or otherwise limit the Association's legal right(s) to take other enforcement measures in order to secure or achieve compliance.

#### DEVELOPMENT

1. Approved by the Homeowners at the November 9, 1998 Annual Meeting.
2. Amended (Article VIII) by Homeowners at the November 4, 2004 Annual Meeting.
3. Amended (added Article III, Section 6) by Homeowners at the November 5, 2006 Annual Meeting.
4. Amended by deleting requirement for an annual audit by a CPA in Article VIII, Section 8d, by Homeowners at the 2007 Annual Meeting.
5. Amended (added Article XIV) by Homeowners at the November 9, 2008 Annual Meeting.
6. Amended (revised Article XIII and added Annex A) by Homeowners at the November 15, 2009 Annual Meeting.
7. Amended (Added Article XV) by Homeowners at the November 8, 2015 Annual Meeting.
8. Amended (Revised Annex A)
9. Amended (revised Article III and Article VI)